

**RESOLUTION NO. 2020-04**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING  
AT&T, INC. FOR BUSINESS LOCAL CALLING  
SERVICES; WAIVING COMPETITIVE BIDDING  
PROCEDURES; PROVIDING FOR AUTHORIZATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) utilizes telephone services in the elevators, fire alarm systems, and fax lines throughout all of the Village’s buildings; and

**WHEREAS**, AT&T, Inc. (“AT&T”) currently provides the Business Local Calling Service Package (“Services”) for the Village’s telephone service; and

**WHEREAS**, pursuant to Section 2-85 of the Village Code of Ordinances (the “Code”), the Village Council may, by majority vote, waive the competitive bidding procedures of the Code, if the Council determines that it is impractical to apply such procedures; and

**WHEREAS**, after review and consideration, the Village Council finds that it is impractical to apply the competitive bidding procedures of the Code for the Services and seeks to authorize the Village Manager to execute an agreement with AT&T consistent with the terms and conditions of the proposal attached hereto as Exhibit “A” (the “Proposal”) in an amount not to exceed \$31,500.00 for the term of the agreement; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF  
THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Village Council hereby approves AT&T to provide the Services.

**Section 3.**     **Waiver of Competitive Bidding.** That the Village Council, pursuant to Section 2-85 of the Village Code, hereby waives the competitive bidding requirements of the Code for the purchase of the Services.

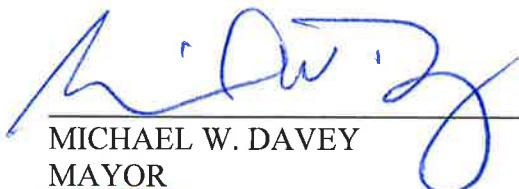

**Section 4.**     **Authorization.** That the Village Council hereby authorizes the Village Manager to execute an agreement with AT&T for the Services consistent with the terms and conditions of the Proposal in an amount not to exceed \$31,500.00 for the term of the agreement, subject to approval by the Village Attorney as to form, content and legal sufficiency.

**Section 5.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 28<sup>th</sup> day of January, 2020.

ATTEST:

  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

  
MICHAEL W. DAVEY  
MAYOR  


APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY



**AT&T BUSINESS LOCAL CALLING  
ILEC Pricing Schedule  
Provided Pursuant to Standard Service Publication Rates and Terms**

AT&T MA Reference No.

<b>Customer</b>	<b>AT&amp;T</b>
Village of Key Biscayne Street Address: 88 McIntyre St City: Key Biscayne State/Province: FL Zip Code: 33149 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Michael Fleming Title: Street Address: 88 McIntyre St City: Key Biscayne State/Province: FL Zip Code: 33149 Country: USA Telephone: (305) 365-8912 Fax: Email: mlfleming@keybiscayne.fl.gov Customer Account Number or Master Account Number: 305W164938938	Name: Stan Gaspard Street Address: 13450 W Sunrise Blvd City: Sunrise State/Province: FL Zip Code: 33313 Country: Telephone: 9546752236 Fax: Email: <b>eg8883@att.com</b> Sales/Branch Manager: McCurry SCVP Name: Perone Sales Strata: LED Sales Region: <b>EAST</b> <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <b>mast@att.com</b>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This AT&T Business Local Calling ILEC Pricing Schedule is part of the Agreement referenced above. This Pricing Schedule is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING**  
**ILEC Pricing Schedule**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION**

**1.1 Service and Service Provider**

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling ("BLC")	Listed in Attachment A

**1.2 Service Description - Available Line Option Package(s); Service Components**

Identified for the Service in applicable Service Publication(s)
-----------------------------------------------------------------

**1.3 Eligible Billing Telephone Numbers (BTNs)**

See Attachment B
------------------

**2. PRICING SCHEDULE TERM and EFFECTIVE DATES**

Pricing Schedule Term ("Term")	36 Months
Term Start Date	The next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
Rates Following Termination or Expiration of the Term	Applicable Service Publication rates in effect at time of termination or expiration

**3. RATES and INITIAL ORDER**

**3.1. Line Option Packages - Monthly Rates**

Package pricing does not include Additional Service Components as identified in the applicable Service Publication.

Line Option Packages	State Availability	Prices Per BLC Access Line, Per Month – 12 Month Term	Prices Per BLC Access Line, Per Month – 24 Month Term	Prices Per BLC Access Line, Per Month – 36 Month Term
<b>Unlimited A (Option A)</b>	AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI	\$44.00	\$38.00	\$37.00
<b>Unlimited B (Option B)</b>	AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI	\$39.00	\$33.00	\$32.00

**AT&T BUSINESS LOCAL CALLING**  
**ILEC Pricing Schedule**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**3.2. Additional Service Components (Vertical Features) - Monthly Rates and Non-recurring Charges**

Each Additional Service Component – Vertical Feature (as identified in the applicable Service Publication)	Monthly Rate	Installation Non-recurring Charge (NRC)
Per BLC access line	\$3.00	As per applicable Service Publication

**3.3 Waiver of Non-Recurring Charges (NRCs) During Term**

Waived Charges	Month of Term in which Charge is Waived
NRC for establishing a BLC access line	Any
NRC for adding or removing Hunting	Any
NRC for Additional Service Components	First month, only for Customer's initial order

**3.4 Quantity Commitment and Shortfall Adjustment Charge**

Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment for purposes of calculating the Shortfall Adjustment Charge.

Quantity Commitment	In any month during the Term, Customer must maintain 80% of the applicable Quantity Commitment(s) (active and not on suspension), or the following Shortfall Adjustment Charge applies:
10	Shortfall Adjustment Charge = $\$10.00 \times ([80\% \times \text{Quantity Commitment}] - \text{current number of access lines contributing to that Quantity Commitment})$

**4. EARLY TERMINATION CHARGE**

If Customer terminates the Pricing Schedule before the expiration of the Pricing Schedule Term, Customer will pay the Early Termination Charge below, unless Customer concurrently replaces this Pricing Schedule with an AT&T ILEC business local exchange service agreement with a term equal or greater than the Pricing Schedule Term under this Pricing Schedule and a line commitment, as determined by AT&T, equal or greater than Quantity Commitment under this Pricing Schedule

Service Components	State for Customer's Main BTN identified on Attachment B	Rate for Early Termination Charges
BLC access lines subject to Quantity Commitment	AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI	\$15.00
<b>Main BTN: 305W164938938</b>		<b>State of Main BTN: (ex: IL) FL</b>
Early Termination Charge = (Rate for Early Termination Charges) x (Quantity Commitment) x (number of months remaining in Term)		

The termination charges above may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying AT&T Business Voice over IP (BVoIP) Service or AT&T Mobility Service as such migration is defined in the Service Publication.

**5. GENERAL PROVISIONS**

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed under a Line Option Package may not be placed on Customer-initiated temporary suspension.

**Attachments A and B follow**

**AT&T BUSINESS LOCAL CALLING**  
**ILEC Pricing Schedule**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**ATTACHMENT A**

**AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE**

<b>Service Provider(s)</b>	<b>Service Publication(s) (incorporated by reference)</b>	<b>Service Publication Location(s)</b>
<b>AT&amp;T Alabama</b>	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/al/product_line.htm">http://cpr.att.com/pdf/al/product_line.htm</a>
<b>AT&amp;T Arkansas</b>	AT&T Arkansas Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>
<b>AT&amp;T California</b>	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a> <a href="http://cpr.att.com/guidebook/cf/index.html">http://cpr.att.com/guidebook/cf/index.html</a>
<b>AT&amp;T Florida</b>	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/fl/product_line.htm">http://cpr.att.com/pdf/fl/product_line.htm</a>
<b>AT&amp;T Georgia</b>	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ga/product_line.htm">http://cpr.att.com/pdf/ga/product_line.htm</a>
<b>AT&amp;T Illinois</b>	AT&T Illinois Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<b>AT&amp;T Indiana</b>	AT&T Indiana Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<b>AT&amp;T Kansas</b>	AT&T Kansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/pdf/ks/index.html">http://cpr.att.com/pdf/ks/index.html</a>
<b>AT&amp;T Kentucky</b>	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ky/product_line.htm">http://cpr.att.com/pdf/ky/product_line.htm</a>
<b>AT&amp;T Louisiana</b>	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/la/product_line.htm">http://cpr.att.com/pdf/la/product_line.htm</a>
<b>AT&amp;T Michigan</b>	AT&T Michigan Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<b>AT&amp;T Mississippi</b>	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ms/product_line.htm">http://cpr.att.com/pdf/ms/product_line.htm</a>
<b>AT&amp;T Missouri</b>	AT&T Missouri Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>
<b>AT&amp;T Nevada</b>	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	<a href="http://cpr.att.com/guidebook/nv/index.html">http://cpr.att.com/guidebook/nv/index.html</a>
<b>AT&amp;T North Carolina</b>	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/nc/product_line.htm">http://cpr.att.com/pdf/nc/product_line.htm</a>
<b>AT&amp;T Ohio</b>	AT&T Ohio Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<b>AT&amp;T Oklahoma</b>	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<b>AT&amp;T South Carolina</b>	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/sc/product_line.htm">http://cpr.att.com/pdf/sc/product_line.htm</a>
<b>AT&amp;T Tennessee</b>	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/tn/product_line.htm">http://cpr.att.com/pdf/tn/product_line.htm</a>
<b>AT&amp;T Texas</b>	AT&T Texas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<b>AT&amp;T Wisconsin</b>	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

**AT&T BUSINESS LOCAL CALLING**  
**ILEC Pricing Schedule**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**ATTACHMENT B**  
**BILLING TELEPHONE NUMBER (BTN) LIST**

(All Lines under each BTN must be subscribed to a Line Option Package.)

Region (MW, SW, W, SE)	State (ex. FL)	10-digit BTN
		305-361-1048
		305 361-1671
		305 361-1972
		305 361-2716
		305 365-5509

Region (MW, SW, W, SE)	State (ex: FL)	10-digit BTN
		305 365-7565
		305 365-8390
		305 365-8933
		305 365-9670

If Customer has more than 10 BTNs, list BTNs in the box below.

--